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INTERSTATE COMMERCE COMMISSION

NORFOLK AND WESTERN RAILWAY
EQUIPMENT TRUST,
SERIES T

EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1972

between

NORFOLK AND WESTERN RAILWAY COMPANY

and

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, as Trustee

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NORFOLK AND WESTERN RAILWAY
EQUIPMENT TRUST
SERIES T

EQUIPMENT TRUST CERTIFICATE

TOTAL AUTHORIZED ISSUE \$10,950,000

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, TRUSTEE

DIVIDENDS AT THE RATE OF $7\frac{1}{4}\%$ PER ANNUM
PAYABLE APRIL 1 AND OCTOBER 1

PRINCIPAL HEREOF PAYABLE APRIL 1, 19

The First Pennsylvania Banking and Trust Company, as Trustee under an Equipment Trust Agreement dated as of April 1, 1972 (the "Equipment Trust Agreement"), with **Norfolk and Western Railway Company** (the "Company"), hereby certifies that the bearer, or if this Certificate is registered as to principal, the registered holder hereof, is entitled to an interest in the principal amount of

ONE THOUSAND DOLLARS

in **Norfolk and Western Railway Equipment Trust, Series T,** payable on the due date stated above, upon presentation and surrender of this Certificate to the undersigned at its principal office in the City of Philadelphia, Pennsylvania, and to payment, until said due date, of dividends on said principal amount at the rate of $7\frac{1}{4}\%$ per annum from April 1, 1972, semiannually on April 1 and October 1 in each year, according to the tenor of the dividend

warrants hereto annexed, upon presentation and surrender of such warrants, as they severally mature, to the undersigned at its said principal office (with interest at the dividend warrant rate on any unpaid principal and on any unpaid dividends to the extent that it shall be legally enforceable), all in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, but payable only out of rentals or other moneys received by the undersigned and applicable to such payment under the provisions of the Equipment Trust Agreement.

This Certificate is one of an issue of Certificates.

effect as in the case of a negotiable instrument payable to bearer, by delivery by any person having possession of the same, respectively, howsoever such possession may have been acquired; and the undersigned and the Company may treat the bearer of this Certificate, or the registered holder hereof if this Certificate be registered in his name as provided above, and the bearer of any dividend warrant attached hereto whether or not this Certificate be so registered, as the absolute owner of this Certificate or of said warrants, as the case may be, for all purposes, and shall not be affected by any notice to the contrary.

In case of default in the performance or observance of any of the covenants of the Company set forth in the Equipment Trust Agreement, the principal amount represented by this Certificate may be declared due and payable, as provided in the Equipment Trust Agreement.

or one of its Assistant Treasurers to be attached hereto,
the first day of April, 1972.

The First Pennsylvania Banking and Trust Company,
Trustee

By _____
Vice President

[FACSIMILE SEAL]

ATTEST:

Assistant Secretary

[FORM OF DIVIDEND WARRANT FOR
TRUST CERTIFICATE WITH DIVIDEND WARRANTS]

Due to the bearer hereof on the first day of _____,
19 _____, on surrender hereof at the principal office of
the undersigned Trustee in the City of Philadelphia,
Pennsylvania,

_____ Dollars (\$ _____),
being the semiannual dividend then due on Certificate
No. _____ of **Norfolk and Western Railway
Equipment Trust, Series T**, payable only out of rentals
or other moneys received by the undersigned and appli-
cable to such payment under the Equipment Trust Agree-
ment referred to in said Certificate.

The First Pennsylvania Banking and Trust Company,
Trustee

By _____
Treasurer

of fully registered Trust Certificates of the same maturity of authorized denominations. Trust Certificates to be exchanged shall be surrendered at said principal office of the Trustee in the City of Philadelphia, Pennsylvania. Trust Certificates with dividend warrants surrendered for exchange shall have attached all unmatured dividend warrants. In case dividends on the Trust Certificates are in default at the time of any such exchange, all matured and unpaid as well as unmatured dividend warrants shall be attached to the surrendered Trust Certificates. Any Trust Certificate with dividend warrants may be registered as to the principal thereof in the name of the holder at said principal office of the Trustee, and such registration shall be noted on the Trust Certificate by or on behalf of the Trustee. Thereafter no transfer thereof shall be valid unless made at said principal office by the registered holder thereof in person, or by his duly authorized attorney, and similarly noted thereon; but the same may be discharged from registration and transferred to bearer as before. No registration, however, shall affect the dividend warrants; and every dividend warrant shall continue to be transferable with the same effect as in the case of a negotiable instrument payable to bearer by delivery thereof by any person in possession of the same regardless of how such possession may have been acquired.

Notwithstanding anything to the contrary herein, the parties hereto may deem and treat (i) the bearer of any Trust Certificate not registered as to principal and of any dividend warrant as the absolute owner of such Trust Certificate or dividend warrant for the purpose of receiving payment thereof and for all other purposes and shall not be affected by any notice to the contrary, and

(ii) the registered holder of any fully registered Trust Certificate or of any Trust Certificate with dividend warrants registered as to principal as the absolute owner of that Trust Certificate for all purposes (except payment of dividends in the case of Trust Certificates with dividend warrants registered as to principal) and shall not be affected by any notice to the contrary.

For any registration, transfer, exchange or discharge from registration, the Trustee shall require the payment of a sum sufficient to cover reimbursement for any governmental charge connected therewith, and, in addition, in case of any exchange of Trust Certificates as hereinabove provided, such sum, not exceeding \$5 for each Trust Certificate issued on such exchange, as the Company may specify in a Request.

The Trustee shall not be required to issue, register, transfer or exchange Trust Certificates during the ten day period immediately preceding any dividend payment date.

Subject to the foregoing record date provisions, each Trust Certificate delivered pursuant to any provision of this Agreement in exchange or substitution for, or upon the transfer of, the whole or any part of one or more other Trust Certificates shall carry all of the rights to dividends accrued and unpaid, and to accrue, which were carried by the whole or part of any one or more of said Trust Certificates; and, notwithstanding anything to the contrary herein, each Trust Certificate so delivered shall be so dated or have attached thereto such dividend warrants that neither gain nor loss in dividends shall result from such exchange, substitution or transfer.

NORFOLK AND WESTERN RAILWAY
EQUIPMENT TRUST
SERIES T

EQUIPMENT TRUST CERTIFICATE

TOTAL AUTHORIZED ISSUE \$10,950,000

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, TRUSTEE

DIVIDENDS AT THE RATE OF 7¼% PER ANNUM
PAYABLE APRIL 1 AND OCTOBER 1

PRINCIPAL HEREOF PAYABLE APRIL 1, 19

The First Pennsylvania Banking and Trust Company, as Trustee under an Equipment Trust Agreement dated as of April 1, 1972 (the "Equipment Trust Agreement"), with **Norfolk and Western Railway Company** (the "Company"), hereby certifies that the bearer, or if this Certificate is registered as to principal, the registered holder hereof, is entitled to an interest in the principal amount of

ONE THOUSAND DOLLARS

in **Norfolk and Western Railway Equipment Trust, Series T,** payable on the due date stated above, upon presentation and surrender of this Certificate to the undersigned at its principal office in the City of Philadelphia, Pennsylvania, and to payment, until said due date, of dividends on said principal amount at the rate of 7¼% per annum from April 1, 1972, semiannually on April 1 and October 1 in each year, according to the tenor of the dividend

warrants hereto annexed, upon presentation and surrender of such warrants, as they severally mature, to the undersigned at its said principal office (with interest at the dividend warrant rate on any unpaid principal and on any unpaid dividends to the extent that it shall be legally enforceable), all in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, but payable only out of rentals or other moneys received by the undersigned and applicable to such payment under the provisions of the Equipment Trust Agreement.

This Certificate is one of an issue of Certificates.

effect as in the case of a negotiable instrument payable to bearer, by delivery by any person having possession of the same, respectively, howsoever such possession may have been acquired; and the undersigned and the Company may treat the bearer of this Certificate, or the registered holder hereof if this Certificate be registered in his name as provided above, and the bearer of any dividend warrant attached hereto whether or not this Certificate be so registered, as the absolute owner of this Certificate or of said warrants, as the case may be, for all purposes, and shall not be affected by any notice to the contrary.

In case of default in the performance or observance of any of the covenants of the Company set forth in the Equipment Trust Agreement, the principal amount represented by this Certificate may be declared due and payable, as provided in the Equipment Trust Agreement.

or one of its Assistant Treasurers to be attached hereto,
the first day of April, 1972.

The First Pennsylvania Banking and Trust Company,
Trustee

By _____
Vice President

[FACSIMILE SEAL]

ATTEST:

Assistant Secretary

[FORM OF DIVIDEND WARRANT FOR
TRUST CERTIFICATE WITH DIVIDEND WARRANTS]

Due to the bearer hereof on the first day of _____,
19 _____, on surrender hereof at the principal office of
the undersigned Trustee in the City of Philadelphia,
Pennsylvania,

_____ Dollars (\$ _____),
being the semiannual dividend then due on Certificate
No. _____ of **Norfolk and Western Railway
Equipment Trust, Series T**, payable only out of rentals
or other moneys received by the undersigned and appli-
cable to such payment under the Equipment Trust Agree-
ment referred to in said Certificate.

The First Pennsylvania Banking and Trust Company,
Trustee

By _____
Treasurer

of fully registered Trust Certificates of the same maturity of authorized denominations. Trust Certificates to be exchanged shall be surrendered at said principal office of the Trustee in the City of Philadelphia, Pennsylvania. Trust Certificates with dividend warrants surrendered for exchange shall have attached all unmatured dividend warrants. In case dividends on the Trust Certificates are in default at the time of any such exchange, all matured and unpaid as well as unmatured dividend warrants shall be attached to the surrendered Trust Certificates. Any Trust Certificate with dividend warrants may be registered as to the principal thereof in the name of the holder at said principal office of the Trustee, and such registration shall be noted on the Trust Certificate by or on behalf of the Trustee. Thereafter no transfer thereof shall be valid unless made at said principal office by the registered holder thereof in person, or by his duly authorized attorney, and similarly noted thereon; but the same may be discharged from registration and transferred to bearer as before. No registration, however, shall affect the dividend warrants; and every dividend warrant shall continue to be transferable with the same effect as in the case of a negotiable instrument payable to bearer by delivery thereof by any person in possession of the same regardless of how such possession may have been acquired.

Notwithstanding anything to the contrary herein, the parties hereto may deem and treat (i) the bearer of any Trust Certificate not registered as to principal and of any dividend warrant as the absolute owner of such Trust Certificate or dividend warrant for the purpose of receiving payment thereof and for all other purposes and shall not be affected by any notice to the contrary, and

(ii) the registered holder of any fully registered Trust Certificate or of any Trust Certificate with dividend warrants registered as to principal as the absolute owner of that Trust Certificate for all purposes (except payment of dividends in the case of Trust Certificates with dividend warrants registered as to principal) and shall not be affected by any notice to the contrary.

For any registration, transfer, exchange or discharge from registration, the Trustee shall require the payment of a sum sufficient to cover reimbursement for any governmental charge connected therewith, and, in addition, in case of any exchange of Trust Certificates as hereinabove provided, such sum, not exceeding \$5 for each Trust Certificate issued on such exchange, as the Company may specify in a Request.

The Trustee shall not be required to issue, register, transfer or exchange Trust Certificates during the ten day period immediately preceding any dividend payment date.

Subject to the foregoing record date provisions, each Trust Certificate delivered pursuant to any provision of this Agreement in exchange or substitution for, or upon the transfer of, the whole or any part of one or more other Trust Certificates shall carry all of the rights to dividends accrued and unpaid, and to accrue, which were carried by the whole or part of any one or more of said Trust Certificates; and, notwithstanding anything to the contrary herein, each Trust Certificate so delivered shall be so dated or have attached thereto such dividend warrants that neither gain nor loss in dividends shall result from such exchange, substitution or transfer.

SECTION 2.06. *Replacement of Lost or Mutilated Trust Certificates.* In case any Trust Certificate or dividend warrant shall become mutilated or defaced or be lost, stolen or destroyed, then upon presentation of the evidence and security required hereby and upon the terms set forth herein and not otherwise, the Trustee, upon Request, shall (a) pay any matured and unpaid dividend warrants, upon the surrender of such dividend warrants if mutilated or defaced, and any matured and unpaid dividends on any mutilated or defaced fully registered Trust Certificates and (b) execute and deliver, in exchange and substitution for and upon cancellation of any mutilated or defaced Trust Certificate or dividend warrant, or in substitution for the same if lost, stolen or destroyed, a new fully registered Trust Certificate or a Trust Certificate with dividend warrants, as the case may be. In the case of a Trust Certificate with dividend warrants, all unmatured dividend warrants of like maturity, tenor and date shall be attached to such replacement Trust Certificate, and the replacement Trust Certificate shall bear such number, designation or other mark of identification as the Trustee may determine. The Company shall execute its guaranty on any replacement Trust Certificates so delivered. The applicant for a replacement Trust Certificate shall furnish to the Trustee and to the Company (i) evidence to their satisfaction of the mutilation, defacement, loss, theft or destruction of the Trust Certificate and dividend warrants alleged to have been lost, stolen or destroyed and of the ownership and authenticity of such mutilated, defaced, lost, stolen or destroyed Trust Certificate and dividend warrants and (ii) such security and indemnity as the

Trustee and the Company may, in their discretion, require. Said applicant shall pay all expenses and charges of any substitution or exchange. All Trust Certificates shall be issued, held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, stolen or destroyed Trust Certificates and dividend warrants and shall preclude any and all other rights and remedies.

SECTION 2.07. *Temporary Trust Certificates.* At any time prior to the issuance of definitive Trust Certificates, the Trustee shall, upon receipt of a Request, issue and deliver, in lieu of definitive Trust Certificates, temporary Trust Certificates in any denomination or denominations specified in such Request. Said temporary Trust Certificates shall be substantially of the tenor of the definitive Trust Certificates in lieu of which they are issued and may be issued with or without dividend warrants and with such variations as may be appropriate.

Temporary Trust Certificates shall be exchangeable for the definitive Trust Certificates in lieu of which they are issued. Upon surrender and cancellation of any temporary Trust Certificates, the Trustee shall without charge to the holder issue and deliver in exchange therefor definitive Trust Certificates of the same maturity and for the same aggregate principal amount. Until so exchanged, the holders of the temporary Trust Certificates shall be entitled to the same rights hereunder as if the temporary Trust Certificates were definitive.

SECTION 2.08. *Cancellation of Trust Certificates.* The Company may at any time deliver to the Trustee for cancellation any Trust Certificates which the Company

the Trustee under said request or other instrument if made in the following manner:

(a) The fact and date of the execution by any person of any said request or of any other instrument in writing may be proved by the affidavit of a witness to that execution or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing said request or other instrument acknowledged to him the execution thereof. Where said execution is by an officer of a corporation or association or a member of a partnership on behalf of said corporation, association or partnership, said certificate or affidavit shall also constitute sufficient proof of the authority of that officer or member.

(b) The amount and numbers, designations or marks of identification of Trust Certificates with dividend warrants not registered as to principal held by any person executing any said request or other instrument as a holder of said Trust Certificates, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank or other depositary, whose certificate shall be deemed by the Trustee to be satisfactory, showing that at the date set forth therein such person had on deposit with or exhibited to such depositary the Trust Certificates with dividend warrants described in said certificate. The Trustee may presume the continuance of any said holding until it shall receive proof satisfactory to it to the contrary.

(c) The ownership of Trust Certificates with dividend warrants registered as to principal and of fully registered Trust Certificates shall be determined by the registry books to be kept as provided in Section 7.03 hereof.

SECTION 8.02. *Rights Limited to Parties and Holders of Trust Certificates.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates and dividend warrants, any right, remedy or claim under or by reason of any promise, covenant, term or condition of this Agreement, and all of said promises, covenants, terms and conditions shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.03. *Successors and Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 8.04. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed to (a) in the case of the Company, 8 North Jefferson Street, Roanoke, Virginia 24011, attention of the Company's Finance Department, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, Fifteenth and Chestnut Streets, Philadelphia, Pennsylvania 19101, attention of the Trustee's Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee as to said mailing shall be conclusive evidence of the giving of said demand, notice or communication.

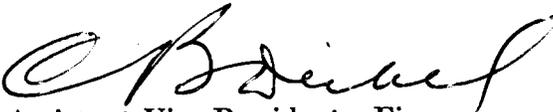
SECTION 8.05. *Execution.* This Agreement, which is dated for convenience as of April 1, 1972, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute a single instrument. The actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

SECTION 8.06. *Law Governing.* The terms of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Virginia, *provided, however,* that the parties hereto shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof and of any supplement hereto as shall be conferred by the laws of the several jurisdictions in which this Agreement and any supplement hereto may be filed, recorded, or deposited.

SECTION 8.07. *Effect of Headings.* The table of contents and all article and section headings herein are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective vice presidents or assistant vice presidents under their respective corporate seals attested by their respective secretaries or assistant secretaries, as of the day and year first above written.

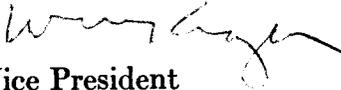
NORFOLK AND WESTERN RAILWAY COMPANY

By 
Assistant Vice President—Finance

ATTEST:


Secretary

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, Trustee

By 
Vice President

ATTEST:


Assistant Secretary

COMMONWEALTH OF VIRGINIA }
 CITY OF ROANOKE } ss.:

On this 16th day of March, 1972, before me personally appeared C. B. Deibel, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President—Finance of NORFOLK AND WESTERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Betty S. Whitley

My Commission Expires August 22, 1975

Notary Public

COMMONWEALTH OF PENNSYLVANIA }
 COUNTY OF PHILADELPHIA } ss.:

On this 20th day of March, 1972, before me personally appeared W. H. KRAYEK, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Elizabeth J. Sobczak

Notary Public

21502 Locust, Philadelphia, Philadelphia Co.

My Commission Expires March 1, 1976

Schedule A

<u>Number of Units</u>	<u>Description and Builder</u>	<u>Estimated Cost</u>	
		<u>Unit</u>	<u>Total</u>
65	100-ton hopper cars, numbered 134180 to 134244, inclusive, Norfolk and Western Railway Company, builder	\$ 13,400	\$ 871,000
65	100-ton high roof box cars, numbered 603530 to 603594, inclusive, Pullman Incorporated (Pullman-Standard Division), builder	27,000	1,755,000
770	100-ton gondola cars, numbered 99000 to 99769, inclusive, Norfolk and Western Railway Com- pany, builder	14,525	11,184,250
	Total		<u>\$13,810,250</u>

moneys held by it in trust at the rate generally prevailing among banks and trust companies located in the City of Philadelphia, Pennsylvania, or allowed by it upon deposits of a similar character.

At any time, and from time to time, if at the time there shall be no default under the terms of this Agreement, the Trustee, on Request, shall invest and reinvest Deposited Cash and Replacement Funds held by it in Investments, either directly or under repurchase agreement, at such prices, including any premium and accrued interest, as are set forth in such Request, such Investments to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates and dividend warrants.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against delivery of Equipment, sell such Investments, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of any sale thereof up to the amount paid for Investments, including accrued interest.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 4.04(B)(1) hereof, an amount equal to any expenses incurred in connection with any purchase or sale of Investments and also an amount equal to any loss of principal incident to the sale or redemption of any Investments for a sum less than the amount paid therefor, including accrued interest. The Company, if not in default under the terms hereof, shall be entitled to receive any profit which may be realized from any sale or redemption of Investments.

(ii) the registered holder of any fully registered Trust Certificate or of any Trust Certificate with dividend warrants registered as to principal as the absolute owner of that Trust Certificate for all purposes (except payment of dividends in the case of Trust Certificates with dividend warrants registered as to principal) and shall not be affected by any notice to the contrary.

For any registration, transfer, exchange or discharge from registration, the Trustee shall require the payment of a sum sufficient to cover reimbursement for any governmental charge connected therewith, and, in addition, in case of any exchange of Trust Certificates as hereinabove provided, such sum, not exceeding \$5 for each Trust Certificate issued on such exchange, as the Company may specify in a Request.

The Trustee shall not be required to issue, register, transfer or exchange Trust Certificates during the ten day period immediately preceding any dividend payment date.

Subject to the foregoing record date provisions, each Trust Certificate delivered pursuant to any provision of this Agreement in exchange or substitution for, or upon the transfer of, the whole or any part of one or more other Trust Certificates shall carry all of the rights to dividends accrued and unpaid, and to accrue, which were carried by the whole or part of any one or more of said Trust Certificates; and, notwithstanding anything to the contrary herein, each Trust Certificate so delivered shall be so dated or have attached thereto such dividend warrants that neither gain nor loss in dividends shall result from such exchange, substitution or transfer.

SECTION 2.06. *Replacement of Lost or Mutilated Trust Certificates.* In case any Trust Certificate or dividend warrant shall become mutilated or defaced or be lost, stolen or destroyed, then upon presentation of the evidence and security required hereby and upon the terms set forth herein and not otherwise, the Trustee, upon Request, shall (a) pay any matured and unpaid dividend warrants, upon the surrender of such dividend warrants if mutilated or defaced, and any matured and unpaid dividends on any mutilated or defaced fully registered Trust Certificates and (b) execute and deliver, in exchange and substitution for and upon cancellation of any mutilated or defaced Trust Certificate or dividend warrant, or in substitution for the same if lost, stolen or destroyed, a new fully registered Trust Certificate or a Trust Certificate with dividend warrants, as the case may be. In the case of a Trust Certificate with dividend warrants, all unmatured dividend warrants of like maturity, tenor and date shall be attached to such replacement Trust Certificate, and the replacement Trust Certificate shall bear such number, designation or other mark of identification as the Trustee may determine. The Company shall execute its guaranty on any replacement Trust Certificates so delivered. The applicant for a replacement Trust Certificate shall furnish to the Trustee and to the Company (i) evidence to their satisfaction of the mutilation, defacement, loss, theft or destruction of the Trust Certificate and dividend warrants alleged to have been lost, stolen or destroyed and of the ownership and authenticity of such mutilated, defaced, lost, stolen or destroyed Trust Certificate and dividend warrants and (ii) such security and indemnity as the

Trustee and the Company may, in their discretion, require. Said applicant shall pay all expenses and charges of any substitution or exchange. All Trust Certificates shall be issued, held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, stolen or destroyed Trust Certificates and dividend warrants and shall preclude any and all other rights and remedies.

SECTION 2.07. *Temporary Trust Certificates.* At any time prior to the issuance of definitive Trust Certificates, the Trustee shall, upon receipt of a Request, issue and deliver, in lieu of definitive Trust Certificates, temporary Trust Certificates in any denomination or denominations specified in such Request. Said temporary Trust Certificates shall be substantially of the tenor of the definitive Trust Certificates in lieu of which they are issued and may be issued with or without dividend warrants and with such variations as may be appropriate.

Temporary Trust Certificates shall be exchangeable for the definitive Trust Certificates in lieu of which they are issued. Upon surrender and cancellation of any temporary Trust Certificates, the Trustee shall without charge to the holder issue and deliver in exchange therefor definitive Trust Certificates of the same maturity and for the same aggregate principal amount. Until so exchanged, the holders of the temporary Trust Certificates shall be entitled to the same rights hereunder as if the temporary Trust Certificates were definitive.

SECTION 2.08. *Cancellation of Trust Certificates.* The Company may at any time deliver to the Trustee for cancellation any Trust Certificates which the Company

the Trustee under said request or other instrument if made in the following manner:

(a) The fact and date of the execution by any person of any said request or of any other instrument in writing may be proved by the affidavit of a witness to that execution or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing said request or other instrument acknowledged to him the execution thereof. Where said execution is by an officer of a corporation or association or a member of a partnership on behalf of said corporation, association or partnership, said certificate or affidavit shall also constitute sufficient proof of the authority of that officer or member.

(b) The amount and numbers, designations or marks of identification of Trust Certificates with dividend warrants not registered as to principal held by any person executing any said request or other instrument as a holder of said Trust Certificates, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank or other depositary, whose certificate shall be deemed by the Trustee to be satisfactory, showing that at the date set forth therein such person had on deposit with or exhibited to such depositary the Trust Certificates with dividend warrants described in said certificate. The Trustee may presume the continuance of any said holding until it shall receive proof satisfactory to it to the contrary.

(c) The ownership of Trust Certificates with dividend warrants registered as to principal and of fully registered Trust Certificates shall be determined by the registry books to be kept as provided in Section 7.03 hereof.

SECTION 8.02. *Rights Limited to Parties and Holders of Trust Certificates.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates and dividend warrants, any right, remedy or claim under or by reason of any promise, covenant, term or condition of this Agreement, and all of said promises, covenants, terms and conditions shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.03. *Successors and Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 8.04. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed to (a) in the case of the Company, 8 North Jefferson Street, Roanoke, Virginia 24011, attention of the Company's Finance Department, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, Fifteenth and Chestnut Streets, Philadelphia, Pennsylvania 19101, attention of the Trustee's Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee as to said mailing shall be conclusive evidence of the giving of said demand, notice or communication.

SECTION 8.05. *Execution.* This Agreement, which is dated for convenience as of April 1, 1972, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute a single instrument. The actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

SECTION 8.06. *Law Governing.* The terms of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Virginia, *provided, however,* that the parties hereto shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof and of any supplement hereto as shall be conferred by the laws of the several jurisdictions in which this Agreement and any supplement hereto may be filed, recorded, or deposited.

SECTION 8.07. *Effect of Headings.* The table of contents and all article and section headings herein are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective vice presidents or assistant vice presidents under their respective corporate seals attested by their respective secretaries or assistant secretaries, as of the day and year first above written.

of fully registered Trust Certificates of the same maturity of authorized denominations. Trust Certificates to be exchanged shall be surrendered at said principal office of the Trustee in the City of Philadelphia, Pennsylvania. Trust Certificates with dividend warrants surrendered for exchange shall have attached all unmatured dividend warrants. In case dividends on the Trust Certificates are in default at the time of any such exchange, all matured and unpaid as well as unmatured dividend warrants shall be attached to the surrendered Trust Certificates. Any Trust Certificate with dividend warrants may be registered as to the principal thereof in the name of the holder at said principal office of the Trustee, and such registration shall be noted on the Trust Certificate by or on behalf of the Trustee. Thereafter no transfer thereof shall be valid unless made at said principal office by the registered holder thereof in person, or by his duly authorized attorney, and similarly noted thereon; but the same may be discharged from registration and transferred to bearer as before. No registration, however, shall affect the dividend warrants; and every dividend warrant shall continue to be transferable with the same effect as in the case of a negotiable instrument payable to bearer by delivery thereof by any person in possession of the same regardless of how such possession may have been acquired.

Notwithstanding anything to the contrary herein, the parties hereto may deem and treat (i) the bearer of any Trust Certificate not registered as to principal and of any dividend warrant as the absolute owner of such Trust Certificate or dividend warrant for the purpose of receiving payment thereof and for all other purposes and shall not be affected by any notice to the contrary, and

(ii) the registered holder of any fully registered Trust Certificate or of any Trust Certificate with dividend warrants registered as to principal as the absolute owner of that Trust Certificate for all purposes (except payment of dividends in the case of Trust Certificates with dividend warrants registered as to principal) and shall not be affected by any notice to the contrary.

For any registration, transfer, exchange or discharge from registration, the Trustee shall require the payment of a sum sufficient to cover reimbursement for any governmental charge connected therewith, and, in addition, in case of any exchange of Trust Certificates as hereinabove provided, such sum, not exceeding \$5 for each Trust Certificate issued on such exchange, as the Company may specify in a Request.

The Trustee shall not be required to issue, register, transfer or exchange Trust Certificates during the ten day period immediately preceding any dividend payment date.

Subject to the foregoing record date provisions, each Trust Certificate delivered pursuant to any provision of this Agreement in exchange or substitution for, or upon the transfer of, the whole or any part of one or more other Trust Certificates shall carry all of the rights to dividends accrued and unpaid, and to accrue, which were carried by the whole or part of any one or more of said Trust Certificates; and, notwithstanding anything to the contrary herein, each Trust Certificate so delivered shall be so dated or have attached thereto such dividend warrants that neither gain nor loss in dividends shall result from such exchange, substitution or transfer.

SECTION 2.06. *Replacement of Lost or Mutilated Trust Certificates.* In case any Trust Certificate or dividend warrant shall become mutilated or defaced or be lost, stolen or destroyed, then upon presentation of the evidence and security required hereby and upon the terms set forth herein and not otherwise, the Trustee, upon Request, shall (a) pay any matured and unpaid dividend warrants, upon the surrender of such dividend warrants if mutilated or defaced, and any matured and unpaid dividends on any mutilated or defaced fully registered Trust Certificates and (b) execute and deliver, in exchange and substitution for and upon cancellation of any mutilated or defaced Trust Certificate or dividend warrant, or in substitution for the same if lost, stolen or destroyed, a new fully registered Trust Certificate or a Trust Certificate with dividend warrants, as the case may be. In the case of a Trust Certificate with dividend warrants, all unmatured dividend warrants of like maturity, tenor and date shall be attached to such replacement Trust Certificate, and the replacement Trust Certificate shall bear such number, designation or other mark of identification as the Trustee may determine. The Company shall execute its guaranty on any replacement Trust Certificates so delivered. The applicant for a replacement Trust Certificate shall furnish to the Trustee and to the Company (i) evidence to their satisfaction of the mutilation, defacement, loss, theft or destruction of the Trust Certificate and dividend warrants alleged to have been lost, stolen or destroyed and of the ownership and authenticity of such mutilated, defaced, lost, stolen or destroyed Trust Certificate and dividend warrants and (ii) such security and indemnity as the

Trustee and the Company may, in their discretion, require. Said applicant shall pay all expenses and charges of any substitution or exchange. All Trust Certificates shall be issued, held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, stolen or destroyed Trust Certificates and dividend warrants and shall preclude any and all other rights and remedies.

SECTION 2.07. *Temporary Trust Certificates.* At any time prior to the issuance of definitive Trust Certificates, the Trustee shall, upon receipt of a Request, issue and deliver, in lieu of definitive Trust Certificates, temporary Trust Certificates in any denomination or denominations specified in such Request. Said temporary Trust Certificates shall be substantially of the tenor of the definitive Trust Certificates in lieu of which they are issued and may be issued with or without dividend warrants and with such variations as may be appropriate.

Temporary Trust Certificates shall be exchangeable for the definitive Trust Certificates in lieu of which they are issued. Upon surrender and cancellation of any temporary Trust Certificates, the Trustee shall without charge to the holder issue and deliver in exchange therefor definitive Trust Certificates of the same maturity and for the same aggregate principal amount. Until so exchanged, the holders of the temporary Trust Certificates shall be entitled to the same rights hereunder as if the temporary Trust Certificates were definitive.

SECTION 2.08. *Cancellation of Trust Certificates.* The Company may at any time deliver to the Trustee for cancellation any Trust Certificates which the Company

the Trustee under said request or other instrument if made in the following manner:

(a) The fact and date of the execution by any person of any said request or of any other instrument in writing may be proved by the affidavit of a witness to that execution or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing said request or other instrument acknowledged to him the execution thereof. Where said execution is by an officer of a corporation or association or a member of a partnership on behalf of said corporation, association or partnership, said certificate or affidavit shall also constitute sufficient proof of the authority of that officer or member.

(b) The amount and numbers, designations or marks of identification of Trust Certificates with dividend warrants not registered as to principal held by any person executing any said request or other instrument as a holder of said Trust Certificates, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank or other depositary, whose certificate shall be deemed by the Trustee to be satisfactory, showing that at the date set forth therein such person had on deposit with or exhibited to such depositary the Trust Certificates with dividend warrants described in said certificate. The Trustee may presume the continuance of any said holding until it shall receive proof satisfactory to it to the contrary.

(c) The ownership of Trust Certificates with dividend warrants registered as to principal and of fully registered Trust Certificates shall be determined by the registry books to be kept as provided in Section 7.03 hereof.

SECTION 8.02. *Rights Limited to Parties and Holders of Trust Certificates.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates and dividend warrants, any right, remedy or claim under or by reason of any promise, covenant, term or condition of this Agreement, and all of said promises, covenants, terms and conditions shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.03. *Successors and Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 8.04. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed to (a) in the case of the Company, 8 North Jefferson Street, Roanoke, Virginia 24011, attention of the Company's Finance Department, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, Fifteenth and Chestnut Streets, Philadelphia, Pennsylvania 19101, attention of the Trustee's Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee as to said mailing shall be conclusive evidence of the giving of said demand, notice or communication.

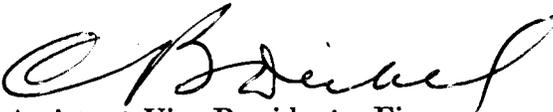
SECTION 8.05. *Execution.* This Agreement, which is dated for convenience as of April 1, 1972, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute a single instrument. The actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

SECTION 8.06. *Law Governing.* The terms of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Virginia, *provided, however,* that the parties hereto shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof and of any supplement hereto as shall be conferred by the laws of the several jurisdictions in which this Agreement and any supplement hereto may be filed, recorded, or deposited.

SECTION 8.07. *Effect of Headings.* The table of contents and all article and section headings herein are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective vice presidents or assistant vice presidents under their respective corporate seals attested by their respective secretaries or assistant secretaries, as of the day and year first above written.

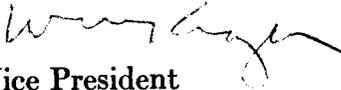
NORFOLK AND WESTERN RAILWAY COMPANY

By 
Assistant Vice President—Finance

ATTEST:


Secretary

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, Trustee

By 
Vice President

ATTEST:


Assistant Secretary

COMMONWEALTH OF VIRGINIA }
 CITY OF ROANOKE } ss.:

On this 16th day of March, 1972, before me personally appeared C. B. Deibel, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President—Finance of NORFOLK AND WESTERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Betty S. Whitley

My Commission Expires August 22, 1975

Notary Public

COMMONWEALTH OF PENNSYLVANIA }
 COUNTY OF PHILADELPHIA } ss.:

On this 20th day of March, 1972, before me personally appeared W. H. KRAYEK, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Elizabeth J. Sobczak

Notary Public

21502 Locust, Philadelphia, Philadelphia Co.

My Commission Expires March 1, 1976

Schedule A

<u>Number of Units</u>	<u>Description and Builder</u>	<u>Estimated Cost</u>	
		<u>Unit</u>	<u>Total</u>
65	100-ton hopper cars, numbered 134180 to 134244, inclusive, Norfolk and Western Railway Company, builder	\$ 13,400	\$ 871,000
65	100-ton high roof box cars, numbered 603530 to 603594, inclusive, Pullman Incorporated (Pullman-Standard Division), builder	27,000	1,755,000
770	100-ton gondola cars, numbered 99000 to 99769, inclusive, Norfolk and Western Railway Com- pany, builder	14,525	11,184,250
	Total		<u>\$13,810,250</u>

moneys held by it in trust at the rate generally prevailing among banks and trust companies located in the City of Philadelphia, Pennsylvania, or allowed by it upon deposits of a similar character.

At any time, and from time to time, if at the time there shall be no default under the terms of this Agreement, the Trustee, on Request, shall invest and reinvest Deposited Cash and Replacement Funds held by it in Investments, either directly or under repurchase agreement, at such prices, including any premium and accrued interest, as are set forth in such Request, such Investments to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates and dividend warrants.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against delivery of Equipment, sell such Investments, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of any sale thereof up to the amount paid for Investments, including accrued interest.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 4.04(B)(1) hereof, an amount equal to any expenses incurred in connection with any purchase or sale of Investments and also an amount equal to any loss of principal incident to the sale or redemption of any Investments for a sum less than the amount paid therefor, including accrued interest. The Company, if not in default under the terms hereof, shall be entitled to receive any profit which may be realized from any sale or redemption of Investments.

SECTION 7.09. *No Liability for Trust Equipment; Agents and Attorneys; Compensation; Owning Trust Certificates; Unclaimed Moneys.* The Trustee shall not be liable to any one for any delay in the delivery of any of the Trust Equipment or for any defect in any unit of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation in respect of the value thereof or the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorneys, agents and employees as it shall appoint, and shall be entitled to rely upon the advice of counsel (who may be counsel for the Company), and shall be answerable only for its own acts, negligence and wilful defaults and not for the default or misconduct of any attorney, agent or employees appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals contained herein or for the execution or validity of this Agreement or the Trust Certificates (except for its own execution thereof), or for the guaranty by the Company, or for any mistake of fact or law.

The Company shall pay all of the expenses and disbursements of the Trustee hereunder, including reasonable counsel fees and reasonable compensation for all services rendered by the Trustee in the execution of the Trust.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates and dividend warrants with the same rights which it would have if it were not Trustee and may act as trustee under other instruments under which obligations of the Company are outstanding.

Upon Request, any moneys held by the Trustee which shall have been deposited or are held for the payment of the principal amount of or dividends on any Trust Certificates remaining unclaimed for five years after the date of maturity of such Trust Certificates or the date such dividends were due and payable, as the case may be, shall be repaid by the Trustee to the Company, and all liability of the Trustee with respect to said money shall thereupon cease and the holders of said Trust Certificates and dividend warrants shall thereafter be entitled to look only to the Company for payment thereof; *provided, however*, that the Trustee, before being required to make any repayment of moneys, may at the expense of the Company cause notice to be given by publication that said moneys have not been claimed and that after a date specified therein (which shall be not less than thirty days after the date of publication) any unclaimed balance of said moneys then remaining on deposit with the Trustee will be repaid to the Company. Said notice shall be published once in a daily newspaper of general circulation published in the City of Philadelphia, Pennsylvania. In no event shall the holders of said Trust Certificates and dividend warrants be entitled to interest upon said money whether held by the Trustee or so repaid to the Company.

Any moneys at any time held by the Trustee hereunder shall, until paid out or invested by the Trustee as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates and dividend warrants.

SECTION 7.10. *Annual Statement.* The Trustee shall, at least once in each year, render to the Company a statement relating to the Trust and covering other matters that the Company may properly require. The

Company may from time to time examine the books and accounts of the Trustee relating to the Trust, the Trust Certificates, this Agreement and the acts of the Trustee hereunder.

SECTION 7.11. *Resignation of Trustee; Appointment of Successor.* If at any time the Trustee shall desire to divest itself of title to the Trust Equipment and to terminate its duties and obligations hereunder and under the Trust Certificates, it shall so notify the Company in writing. The Company shall thereupon designate in writing to the Trustee a bank or a trust company, qualified as below specified, to serve until a successor is appointed by the holders of Trust Certificates as hereinafter provided, to which may be assigned the Trustee's entire right, title and interest and in which may be vested the Trustee's rights, powers, duties and obligations hereunder and under the Trust Certificates. Upon the transfer and delivery of all moneys, any Investments and all Trust Equipment held by the retiring trustee, the execution by the retiring trustee of such instruments of transfer as may be reasonably requested by the successor trustee and the acceptance by the successor trustee of the assignment and of the Trust, the retiring trustee shall be relieved and discharged of all the title, rights, powers, duties and obligations hereunder and under the Trust Certificates, and the same shall become vested in such successor trustee. Thereafter every provision hereof applicable to the retiring trustee shall apply to such successor trustee with like effect as if such successor trustee had been originally named herein in the place and stead of the Trustee. In the event that the Company shall fail to designate such a successor trustee by instrument in writing delivered to the retiring trustee within 15 days from the time of

receiving such notice in writing from the retiring trustee, the retiring trustee may thereupon designate such successor trustee or apply to any court of competent jurisdiction for the appointment of a successor trustee. The foregoing provisions are, however, subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates to appoint any successor trustee if such appointment is made by an instrument in writing within one year from the date of the giving of such notice to the Company. The Company shall execute all writings recognizing the transfer of title as aforesaid and all instruments of further assurance or otherwise as reasonably may be requested by the successor trustee in the premises, and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Trust Equipment. Every successor trustee shall be a bank or a trust company doing business in the City of Philadelphia, Pennsylvania, or in the Borough of Manhattan, City and State of New York, having a capital and surplus aggregating at least \$5,000,000, if there be such bank or trust company willing and able to accept the Trust upon reasonable and customary terms and duly qualified to act as such trustee.

SECTION 7.12. *Merger or Consolidation of Trustee.* Any corporation resulting from any merger or consolidation to which the Trustee or any successor to it shall be a party, or any corporation in any manner succeeding to all or substantially all of the business of the Trustee or any successor trustee, provided such corporation shall be a bank or a trust company doing business in the City of Philadelphia, Pennsylvania, or in the Borough of Manhattan, City and State of New York, and shall have

a capital and surplus aggregating at least \$5,000,000, shall be the successor trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

SECTION 7.13. *Trust Certificates Deemed Not Outstanding.* In determining whether the holders of the requisite aggregate principal amount of Trust Certificates have concurred in any direction, notice, request, consent or waiver under this Agreement, Trust Certificates which are owned by the Company or an Affiliate shall be disregarded and deemed not to be outstanding for the purpose of making any determination, except that, for the purposes of determining whether the Trustee shall be protected in relying on any such direction, notice, request, consent or waiver, only Trust Certificates which the Trustee knows are so owned shall be so disregarded.

ARTICLE EIGHT

MISCELLANEOUS

SECTION 8.01. *Proof of Execution of Instruments by Holders of Trust Certificates.* Any request or other instrument provided by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor and may be executed by such holders in person or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any said request or other instrument, of a writing appointing any said agent or attorney or of the holding by any person of Trust Certificate shall be sufficient for any purpose hereof and shall be conclusive in favor of the Trustee with regard to any action taken by

the Trustee under said request or other instrument if made in the following manner:

(a) The fact and date of the execution by any person of any said request or of any other instrument in writing may be proved by the affidavit of a witness to that execution or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing said request or other instrument acknowledged to him the execution thereof. Where said execution is by an officer of a corporation or association or a member of a partnership on behalf of said corporation, association or partnership, said certificate or affidavit shall also constitute sufficient proof of the authority of that officer or member.

(b) The amount and numbers, designations or marks of identification of Trust Certificates with dividend warrants not registered as to principal held by any person executing any said request or other instrument as a holder of said Trust Certificates, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank or other depositary, whose certificate shall be deemed by the Trustee to be satisfactory, showing that at the date set forth therein such person had on deposit with or exhibited to such depositary the Trust Certificates with dividend warrants described in said certificate. The Trustee may presume the continuance of any said holding until it shall receive proof satisfactory to it to the contrary.

(c) The ownership of Trust Certificates with dividend warrants registered as to principal and of fully registered Trust Certificates shall be determined by the registry books to be kept as provided in Section 7.03 hereof.

SECTION 8.02. *Rights Limited to Parties and Holders of Trust Certificates.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates and dividend warrants, any right, remedy or claim under or by reason of any promise, covenant, term or condition of this Agreement, and all of said promises, covenants, terms and conditions shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.03. *Successors and Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 8.04. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed to (a) in the case of the Company, 8 North Jefferson Street, Roanoke, Virginia 24011, attention of the Company's Finance Department, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, Fifteenth and Chestnut Streets, Philadelphia, Pennsylvania 19101, attention of the Trustee's Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee as to said mailing shall be conclusive evidence of the giving of said demand, notice or communication.

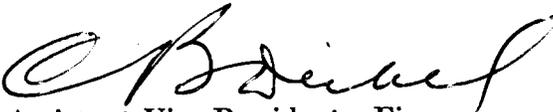
SECTION 8.05. *Execution.* This Agreement, which is dated for convenience as of April 1, 1972, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute a single instrument. The actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

SECTION 8.06. *Law Governing.* The terms of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Virginia, *provided, however,* that the parties hereto shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof and of any supplement hereto as shall be conferred by the laws of the several jurisdictions in which this Agreement and any supplement hereto may be filed, recorded, or deposited.

SECTION 8.07. *Effect of Headings.* The table of contents and all article and section headings herein are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective vice presidents or assistant vice presidents under their respective corporate seals attested by their respective secretaries or assistant secretaries, as of the day and year first above written.

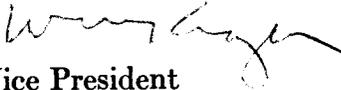
NORFOLK AND WESTERN RAILWAY COMPANY

By 
Assistant Vice President—Finance

ATTEST:


Secretary

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, Trustee

By 
Vice President

ATTEST:


Assistant Secretary

COMMONWEALTH OF VIRGINIA }
 CITY OF ROANOKE } ss.:

On this 16th day of March, 1972, before me personally appeared C. B. Deibel, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President—Finance of NORFOLK AND WESTERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Betty S. Whitley

My Commission Expires August 22, 1975

Notary Public

COMMONWEALTH OF PENNSYLVANIA }
 COUNTY OF PHILADELPHIA } ss.:

On this 20th day of March, 1972, before me personally appeared W. H. KRAYEK, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Elizabeth J. Sobczak

Notary Public

21502 Locust, Philadelphia, Philadelphia Co.

My Commission Expires March 1, 1976

Schedule A

<u>Number of Units</u>	<u>Description and Builder</u>	<u>Estimated Cost</u>	
		<u>Unit</u>	<u>Total</u>
65	100-ton hopper cars, numbered 134180 to 134244, inclusive, Norfolk and Western Railway Company, builder	\$ 13,400	\$ 871,000
65	100-ton high roof box cars, numbered 603530 to 603594, inclusive, Pullman Incorporated (Pullman-Standard Division), builder	27,000	1,755,000
770	100-ton gondola cars, numbered 99000 to 99769, inclusive, Norfolk and Western Railway Com- pany, builder	14,525	11,184,250
	Total		<u>\$13,810,250</u>

moneys held by it in trust at the rate generally prevailing among banks and trust companies located in the City of Philadelphia, Pennsylvania, or allowed by it upon deposits of a similar character.

At any time, and from time to time, if at the time there shall be no default under the terms of this Agreement, the Trustee, on Request, shall invest and reinvest Deposited Cash and Replacement Funds held by it in Investments, either directly or under repurchase agreement, at such prices, including any premium and accrued interest, as are set forth in such Request, such Investments to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates and dividend warrants.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against delivery of Equipment, sell such Investments, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of any sale thereof up to the amount paid for Investments, including accrued interest.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 4.04(B)(1) hereof, an amount equal to any expenses incurred in connection with any purchase or sale of Investments and also an amount equal to any loss of principal incident to the sale or redemption of any Investments for a sum less than the amount paid therefor, including accrued interest. The Company, if not in default under the terms hereof, shall be entitled to receive any profit which may be realized from any sale or redemption of Investments.

SECTION 7.09. *No Liability for Trust Equipment; Agents and Attorneys; Compensation; Owning Trust Certificates; Unclaimed Moneys.* The Trustee shall not be liable to any one for any delay in the delivery of any of the Trust Equipment or for any defect in any unit of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation in respect of the value thereof or the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorneys, agents and employees as it shall appoint, and shall be entitled to rely upon the advice of counsel (who may be counsel for the Company), and shall be answerable only for its own acts, negligence and wilful defaults and not for the default or misconduct of any attorney, agent or employees appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals contained herein or for the execution or validity of this Agreement or the Trust Certificates (except for its own execution thereof), or for the guaranty by the Company, or for any mistake of fact or law.

The Company shall pay all of the expenses and disbursements of the Trustee hereunder, including reasonable counsel fees and reasonable compensation for all services rendered by the Trustee in the execution of the Trust.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates and dividend warrants with the same rights which it would have if it were not Trustee and may act as trustee under other instruments under which obligations of the Company are outstanding.

Upon Request, any moneys held by the Trustee which shall have been deposited or are held for the payment of the principal amount of or dividends on any Trust Certificates remaining unclaimed for five years after the date of maturity of such Trust Certificates or the date such dividends were due and payable, as the case may be, shall be repaid by the Trustee to the Company, and all liability of the Trustee with respect to said money shall thereupon cease and the holders of said Trust Certificates and dividend warrants shall thereafter be entitled to look only to the Company for payment thereof; *provided, however*, that the Trustee, before being required to make any repayment of moneys, may at the expense of the Company cause notice to be given by publication that said moneys have not been claimed and that after a date specified therein (which shall be not less than thirty days after the date of publication) any unclaimed balance of said moneys then remaining on deposit with the Trustee will be repaid to the Company. Said notice shall be published once in a daily newspaper of general circulation published in the City of Philadelphia, Pennsylvania. In no event shall the holders of said Trust Certificates and dividend warrants be entitled to interest upon said money whether held by the Trustee or so repaid to the Company.

Any moneys at any time held by the Trustee hereunder shall, until paid out or invested by the Trustee as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates and dividend warrants.

SECTION 7.10. *Annual Statement.* The Trustee shall, at least once in each year, render to the Company a statement relating to the Trust and covering other matters that the Company may properly require. The

Company may from time to time examine the books and accounts of the Trustee relating to the Trust, the Trust Certificates, this Agreement and the acts of the Trustee hereunder.

SECTION 7.11. *Resignation of Trustee; Appointment of Successor.* If at any time the Trustee shall desire to divest itself of title to the Trust Equipment and to terminate its duties and obligations hereunder and under the Trust Certificates, it shall so notify the Company in writing. The Company shall thereupon designate in writing to the Trustee a bank or a trust company, qualified as below specified, to serve until a successor is appointed by the holders of Trust Certificates as hereinafter provided, to which may be assigned the Trustee's entire right, title and interest and in which may be vested the Trustee's rights, powers, duties and obligations hereunder and under the Trust Certificates. Upon the transfer and delivery of all moneys, any Investments and all Trust Equipment held by the retiring trustee, the execution by the retiring trustee of such instruments of transfer as may be reasonably requested by the successor trustee and the acceptance by the successor trustee of the assignment and of the Trust, the retiring trustee shall be relieved and discharged of all the title, rights, powers, duties and obligations hereunder and under the Trust Certificates, and the same shall become vested in such successor trustee. Thereafter every provision hereof applicable to the retiring trustee shall apply to such successor trustee with like effect as if such successor trustee had been originally named herein in the place and stead of the Trustee. In the event that the Company shall fail to designate such a successor trustee by instrument in writing delivered to the retiring trustee within 15 days from the time of

the Trustee under said request or other instrument if made in the following manner:

(a) The fact and date of the execution by any person of any said request or of any other instrument in writing may be proved by the affidavit of a witness to that execution or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing said request or other instrument acknowledged to him the execution thereof. Where said execution is by an officer of a corporation or association or a member of a partnership on behalf of said corporation, association or partnership, said certificate or affidavit shall also constitute sufficient proof of the authority of that officer or member.

(b) The amount and numbers, designations or marks of identification of Trust Certificates with dividend warrants not registered as to principal held by any person executing any said request or other instrument as a holder of said Trust Certificates, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank or other depositary, whose certificate shall be deemed by the Trustee to be satisfactory, showing that at the date set forth therein such person had on deposit with or exhibited to such depositary the Trust Certificates with dividend warrants described in said certificate. The Trustee may presume the continuance of any said holding until it shall receive proof satisfactory to it to the contrary.

(c) The ownership of Trust Certificates with dividend warrants registered as to principal and of fully registered Trust Certificates shall be determined by the registry books to be kept as provided in Section 7.03 hereof.

SECTION 8.02. *Rights Limited to Parties and Holders of Trust Certificates.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates and dividend warrants, any right, remedy or claim under or by reason of any promise, covenant, term or condition of this Agreement, and all of said promises, covenants, terms and conditions shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.03. *Successors and Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 8.04. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed to (a) in the case of the Company, 8 North Jefferson Street, Roanoke, Virginia 24011, attention of the Company's Finance Department, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, Fifteenth and Chestnut Streets, Philadelphia, Pennsylvania 19101, attention of the Trustee's Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee as to said mailing shall be conclusive evidence of the giving of said demand, notice or communication.

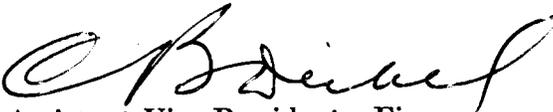
SECTION 8.05. *Execution.* This Agreement, which is dated for convenience as of April 1, 1972, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute a single instrument. The actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

SECTION 8.06. *Law Governing.* The terms of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Virginia, *provided, however,* that the parties hereto shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof and of any supplement hereto as shall be conferred by the laws of the several jurisdictions in which this Agreement and any supplement hereto may be filed, recorded, or deposited.

SECTION 8.07. *Effect of Headings.* The table of contents and all article and section headings herein are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective vice presidents or assistant vice presidents under their respective corporate seals attested by their respective secretaries or assistant secretaries, as of the day and year first above written.

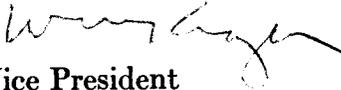
NORFOLK AND WESTERN RAILWAY COMPANY

By 
Assistant Vice President—Finance

ATTEST:


Secretary

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, Trustee

By 
Vice President

ATTEST:


Assistant Secretary

COMMONWEALTH OF VIRGINIA }
 CITY OF ROANOKE } ss.:

On this 16th day of March, 1972, before me personally appeared C. B. Deibel, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President—Finance of NORFOLK AND WESTERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Betty S. Whitley

My Commission Expires August 22, 1975

Notary Public

COMMONWEALTH OF PENNSYLVANIA }
 COUNTY OF PHILADELPHIA } ss.:

On this 20th day of March, 1972, before me personally appeared W. H. KRAYEK, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Elizabeth J. Sobczak

Notary Public

21502 Locust, Philadelphia, Philadelphia Co.

My Commission Expires March 1, 1976

Schedule A

<u>Number of Units</u>	<u>Description and Builder</u>	<u>Estimated Cost</u>	
		<u>Unit</u>	<u>Total</u>
65	100-ton hopper cars, numbered 134180 to 134244, inclusive, Norfolk and Western Railway Company, builder	\$ 13,400	\$ 871,000
65	100-ton high roof box cars, numbered 603530 to 603594, inclusive, Pullman Incorporated (Pullman-Standard Division), builder	27,000	1,755,000
770	100-ton gondola cars, numbered 99000 to 99769, inclusive, Norfolk and Western Railway Com- pany, builder	14,525	11,184,250
	Total		<u>\$13,810,250</u>

moneys held by it in trust at the rate generally prevailing among banks and trust companies located in the City of Philadelphia, Pennsylvania, or allowed by it upon deposits of a similar character.

At any time, and from time to time, if at the time there shall be no default under the terms of this Agreement, the Trustee, on Request, shall invest and reinvest Deposited Cash and Replacement Funds held by it in Investments, either directly or under repurchase agreement, at such prices, including any premium and accrued interest, as are set forth in such Request, such Investments to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates and dividend warrants.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against delivery of Equipment, sell such Investments, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of any sale thereof up to the amount paid for Investments, including accrued interest.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 4.04(B)(1) hereof, an amount equal to any expenses incurred in connection with any purchase or sale of Investments and also an amount equal to any loss of principal incident to the sale or redemption of any Investments for a sum less than the amount paid therefor, including accrued interest. The Company, if not in default under the terms hereof, shall be entitled to receive any profit which may be realized from any sale or redemption of Investments.

SECTION 7.09. *No Liability for Trust Equipment; Agents and Attorneys; Compensation; Owning Trust Certificates; Unclaimed Moneys.* The Trustee shall not be liable to any one for any delay in the delivery of any of the Trust Equipment or for any defect in any unit of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation in respect of the value thereof or the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorneys, agents and employees as it shall appoint, and shall be entitled to rely upon the advice of counsel (who may be counsel for the Company), and shall be answerable only for its own acts, negligence and wilful defaults and not for the default or misconduct of any attorney, agent or employees appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals contained herein or for the execution or validity of this Agreement or the Trust Certificates (except for its own execution thereof), or for the guaranty by the Company, or for any mistake of fact or law.

The Company shall pay all of the expenses and disbursements of the Trustee hereunder, including reasonable counsel fees and reasonable compensation for all services rendered by the Trustee in the execution of the Trust.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates and dividend warrants with the same rights which it would have if it were not Trustee and may act as trustee under other instruments under which obligations of the Company are outstanding.

Upon Request, any moneys held by the Trustee which shall have been deposited or are held for the payment of the principal amount of or dividends on any Trust Certificates remaining unclaimed for five years after the date of maturity of such Trust Certificates or the date such dividends were due and payable, as the case may be, shall be repaid by the Trustee to the Company, and all liability of the Trustee with respect to said money shall thereupon cease and the holders of said Trust Certificates and dividend warrants shall thereafter be entitled to look only to the Company for payment thereof; *provided, however*, that the Trustee, before being required to make any repayment of moneys, may at the expense of the Company cause notice to be given by publication that said moneys have not been claimed and that after a date specified therein (which shall be not less than thirty days after the date of publication) any unclaimed balance of said moneys then remaining on deposit with the Trustee will be repaid to the Company. Said notice shall be published once in a daily newspaper of general circulation published in the City of Philadelphia, Pennsylvania. In no event shall the holders of said Trust Certificates and dividend warrants be entitled to interest upon said money whether held by the Trustee or so repaid to the Company.

Any moneys at any time held by the Trustee hereunder shall, until paid out or invested by the Trustee as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates and dividend warrants.

SECTION 7.10. *Annual Statement.* The Trustee shall, at least once in each year, render to the Company a statement relating to the Trust and covering other matters that the Company may properly require. The

Company may from time to time examine the books and accounts of the Trustee relating to the Trust, the Trust Certificates, this Agreement and the acts of the Trustee hereunder.

SECTION 7.11. *Resignation of Trustee; Appointment of Successor.* If at any time the Trustee shall desire to divest itself of title to the Trust Equipment and to terminate its duties and obligations hereunder and under the Trust Certificates, it shall so notify the Company in writing. The Company shall thereupon designate in writing to the Trustee a bank or a trust company, qualified as below specified, to serve until a successor is appointed by the holders of Trust Certificates as hereinafter provided, to which may be assigned the Trustee's entire right, title and interest and in which may be vested the Trustee's rights, powers, duties and obligations hereunder and under the Trust Certificates. Upon the transfer and delivery of all moneys, any Investments and all Trust Equipment held by the retiring trustee, the execution by the retiring trustee of such instruments of transfer as may be reasonably requested by the successor trustee and the acceptance by the successor trustee of the assignment and of the Trust, the retiring trustee shall be relieved and discharged of all the title, rights, powers, duties and obligations hereunder and under the Trust Certificates, and the same shall become vested in such successor trustee. Thereafter every provision hereof applicable to the retiring trustee shall apply to such successor trustee with like effect as if such successor trustee had been originally named herein in the place and stead of the Trustee. In the event that the Company shall fail to designate such a successor trustee by instrument in writing delivered to the retiring trustee within 15 days from the time of

receiving such notice in writing from the retiring trustee, the retiring trustee may thereupon designate such successor trustee or apply to any court of competent jurisdiction for the appointment of a successor trustee. The foregoing provisions are, however, subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates to appoint any successor trustee if such appointment is made by an instrument in writing within one year from the date of the giving of such notice to the Company. The Company shall execute all writings recognizing the transfer of title as aforesaid and all instruments of further assurance or otherwise as reasonably may be requested by the successor trustee in the premises, and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Trust Equipment. Every successor trustee shall be a bank or a trust company doing business in the City of Philadelphia, Pennsylvania, or in the Borough of Manhattan, City and State of New York, having a capital and surplus aggregating at least \$5,000,000, if there be such bank or trust company willing and able to accept the Trust upon reasonable and customary terms and duly qualified to act as such trustee.

SECTION 7.12. *Merger or Consolidation of Trustee.* Any corporation resulting from any merger or consolidation to which the Trustee or any successor to it shall be a party, or any corporation in any manner succeeding to all or substantially all of the business of the Trustee or any successor trustee, provided such corporation shall be a bank or a trust company doing business in the City of Philadelphia, Pennsylvania, or in the Borough of Manhattan, City and State of New York, and shall have

a capital and surplus aggregating at least \$5,000,000, shall be the successor trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

SECTION 7.13. *Trust Certificates Deemed Not Outstanding.* In determining whether the holders of the requisite aggregate principal amount of Trust Certificates have concurred in any direction, notice, request, consent or waiver under this Agreement, Trust Certificates which are owned by the Company or an Affiliate shall be disregarded and deemed not to be outstanding for the purpose of making any determination, except that, for the purposes of determining whether the Trustee shall be protected in relying on any such direction, notice, request, consent or waiver, only Trust Certificates which the Trustee knows are so owned shall be so disregarded.

ARTICLE EIGHT

MISCELLANEOUS

SECTION 8.01. *Proof of Execution of Instruments by Holders of Trust Certificates.* Any request or other instrument provided by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor and may be executed by such holders in person or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any said request or other instrument, of a writing appointing any said agent or attorney or of the holding by any person of Trust Certificate shall be sufficient for any purpose hereof and shall be conclusive in favor of the Trustee with regard to any action taken by

the Trustee under said request or other instrument if made in the following manner:

(a) The fact and date of the execution by any person of any said request or of any other instrument in writing may be proved by the affidavit of a witness to that execution or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing said request or other instrument acknowledged to him the execution thereof. Where said execution is by an officer of a corporation or association or a member of a partnership on behalf of said corporation, association or partnership, said certificate or affidavit shall also constitute sufficient proof of the authority of that officer or member.

(b) The amount and numbers, designations or marks of identification of Trust Certificates with dividend warrants not registered as to principal held by any person executing any said request or other instrument as a holder of said Trust Certificates, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank or other depositary, whose certificate shall be deemed by the Trustee to be satisfactory, showing that at the date set forth therein such person had on deposit with or exhibited to such depositary the Trust Certificates with dividend warrants described in said certificate. The Trustee may presume the continuance of any said holding until it shall receive proof satisfactory to it to the contrary.

(c) The ownership of Trust Certificates with dividend warrants registered as to principal and of fully registered Trust Certificates shall be determined by the registry books to be kept as provided in Section 7.03 hereof.

SECTION 8.02. *Rights Limited to Parties and Holders of Trust Certificates.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates and dividend warrants, any right, remedy or claim under or by reason of any promise, covenant, term or condition of this Agreement, and all of said promises, covenants, terms and conditions shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.03. *Successors and Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 8.04. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed to (a) in the case of the Company, 8 North Jefferson Street, Roanoke, Virginia 24011, attention of the Company's Finance Department, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, Fifteenth and Chestnut Streets, Philadelphia, Pennsylvania 19101, attention of the Trustee's Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee as to said mailing shall be conclusive evidence of the giving of said demand, notice or communication.

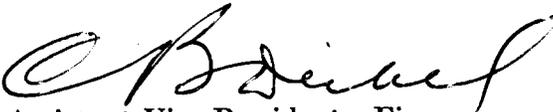
SECTION 8.05. *Execution.* This Agreement, which is dated for convenience as of April 1, 1972, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute a single instrument. The actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

SECTION 8.06. *Law Governing.* The terms of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Virginia, *provided, however,* that the parties hereto shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof and of any supplement hereto as shall be conferred by the laws of the several jurisdictions in which this Agreement and any supplement hereto may be filed, recorded, or deposited.

SECTION 8.07. *Effect of Headings.* The table of contents and all article and section headings herein are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective vice presidents or assistant vice presidents under their respective corporate seals attested by their respective secretaries or assistant secretaries, as of the day and year first above written.

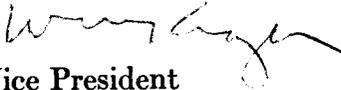
NORFOLK AND WESTERN RAILWAY COMPANY

By 
Assistant Vice President—Finance

ATTEST:


Secretary

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, Trustee

By 
Vice President

ATTEST:


Assistant Secretary

COMMONWEALTH OF VIRGINIA }
 CITY OF ROANOKE } ss.:

On this *16th* day of *March*, 1972, before me personally appeared *C. B. Deibel*, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President—Finance of NORFOLK AND WESTERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Betty S. Whitley

My Commission Expires August 22, 1975

Notary Public

COMMONWEALTH OF PENNSYLVANIA }
 COUNTY OF PHILADELPHIA } ss.:

On this *20th* day of *March*, 1972, before me personally appeared *W. H. KRAYEK*, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Elizabeth J. Sobczak

Notary Public

21502 Locust, Philadelphia, Philadelphia Co.

My Commission Expires March 1, 1976

Schedule A

<u>Number of Units</u>	<u>Description and Builder</u>	<u>Estimated Cost</u>	
		<u>Unit</u>	<u>Total</u>
65	100-ton hopper cars, numbered 134180 to 134244, inclusive, Norfolk and Western Railway Company, builder	\$ 13,400	\$ 871,000
65	100-ton high roof box cars, numbered 603530 to 603594, inclusive, Pullman Incorporated (Pullman-Standard Division), builder	27,000	1,755,000
770	100-ton gondola cars, numbered 99000 to 99769, inclusive, Norfolk and Western Railway Com- pany, builder	14,525	11,184,250
	Total		<u>\$13,810,250</u>